Case 17-18158-amc Doc 32 Filed 06/13/18 Entered 06/14/18 01:02:55 Desc Imaged

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: David Alderfer Debtor Case No. 17-18158-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Virginia Page 1 of 1 Date Rcvd: Jun 11, 2018 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 13, 2018.

db +David Alderfer, 240 Morwood Road, Harleysville, PA 19438-1627

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 13, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 11, 2018 at the address(es) listed below:

JAMES RANDOLPH WOOD on behalf of Creditor Souderton Area School District jwood@portnoffonline.com, jwood@ecf.inforuptcy.com

jwood@portnoffonline.com, jwood@ecf.inforuptcy.com

KEVIN G. MCDONALD on behalf of Creditor Key Bank National Association bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor Key Bank National Association bkgroup@kmllawgroup.com

ROBERT EDWARD ANGST on behalf of Debtor David Alderfer angst.angstpc@verizon.net,

angstlaw@verizon.net

United States Trustee USTPRegion03.PH.ECF@usdoj.gov WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

David Alderfer	<u>Debtor</u>	CHAPTER 13
KEY BANK NATIONAL ASSOCIATION S/B/M TO FIRST NIAGARA BANK N.A. <u>Movant</u> vs.		NO. 17-18158 AMC
David Alderfer	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,044.67, which breaks down as follows;

Post-Petition Payments:

April 2018 to June 2018 at \$1,014.89/month

Total Post-Petition Arrears

\$3,044.67

- The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on July 1, 2018 and continuing through December 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,014.89 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$507.45 from July 2018 to November 2018 and \$507.42 for December 2018 towards the arrearages on or before the last day of each month at the address below;

KeyBank P.O. Box 94968 Cleveland, OH 44101

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order 7 granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 6, 2018

By: <u>Is/ Kevin G. McDonald, Esquire</u> Kevin G. McDonald, Esquire KML Law Group, P.C.

No objection

Date: 6/6/18

Robert Edward Angst Attorney for Debtor

Date: 6-7-18

William C. Miller Chapter 13 Trustee

Approved by the Court this ____ day of _____, 2018. However, the court

retains discretion regarding entry of any further order.

Date: June 10, 2018

Bankruptcy Judge Ashely M. Chan